

SKADDEN, ARPS, SLATE, MEAGHER & FLOM

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(312) 407-

RECORDED IN

FILED 145

OCT 31 1989 -5 15 PM

INTERSTATE COMMERCE COMMISSION

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OCT 31 1989 -5 15 PM

INTERSTATE COMMERCE COMMISSION

BOSTON
LONDON

LOS ANGELES

NEW YORK

SAN FRANCISCO

TOKYO

WASHINGTON, D.C.
WILMINGTON

October 30, 1989

9-305A001

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

\$30.00 filing fee

- Re: 1) First Amendment To Lease Supplement
No. 1 -16540-F
2) First Amendment To Security Agreement
and Trust Indenture
Supplement No. 1 16540-G

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instruments, in four (4) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$30 recordation fee.

The Equipment Lease Agreement (the "Equipment Lease Agreement") dated as of September 15, 1989, relating to Itel Rail Trust No. 89-3, has been previously recorded under recordation number 16540.

The parties to the Equipment Lease Agreement are listed below:

First Security Bank of Utah, N.A.,
as Owner Trustee under
Itel Rail Trust No. 89-3
(Lessor)
79 South Main Street
Salt Lake City, Utah 84111

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Itel Rail Corporation (Lessee)
55 Francisco Street
San Francisco, California 94133

The Equipment Lease Agreement sets forth the terms upon which the Lessor will lease to Lessee certain railroad rolling stock to be identified in lease supplements thereto, and First Amendment To Lease Supplement No. 1 (as defined below) recorded herewith covers such railroad rolling stock now leased.

16540-F
- The First Amendment To Lease Supplement No. 1 ("First Amendment To Lease Supplement No. 1") dated as of September 29, 1989 should be recorded as -F of the same recordation number as the Equipment Lease Agreement.

The parties to the First Amendment To Lease Supplement No. 1 are the same as in the Equipment Lease Agreement, and the First Amendment To Lease Supplement No. 1, among other things, identifies the railroad rolling stock covered by the Equipment Lease Agreement.

The Security Agreement and Trust Indenture (the "Security Agreement and Trust Indenture") dated as of September 15, 1989 has been previously recorded as -B of recordation number 16540.

The parties to the Security Agreement and Trust Indenture are as follows:

First Security Bank of Utah, N.A.;
as Owner Trustee under
Itel Rail Trust No. 89-3 (Owner Trustee)
/"Assignor"
79 South Main Street
Salt Lake City, Utah 84111

Continental Bank, National Association,
as Indenture Trustee (Indenture Trustee)
/"Assignee"
231 South LaSalle Street, 7th Floor
Chicago, Illinois 60697

The Security Agreement and Trust Indenture provides for a grant by the Owner Trustee to the Inden-

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ture Trustee of a security interest in the railroad rolling stock described in any Indenture Supplement thereto, and for an assignment by the Owner Trustee to the Indenture Trustee of the rights of the Owner Trustee under the Equipment Lease Agreement.

16540-6 The First Amendment To Security Agreement and Trust Indenture Supplement No. 1 ("First Amendment To Indenture Supplement No. 1") dated as of ~~October 30~~ ^{SEPTEMBER 29}, 1989 should be recorded as -G of recordation number 16540.

The parties to the First Amendment To Indenture Supplement No. 1 are the same as in the Security Agreement and Trust Indenture.

The First Amendment To Indenture Supplement No. 1 lists and describes the railroad rolling stock subject to Lease Supplement No. 1, as amended, which Lease Supplement No. 1 has been assigned by the Owner Trustee/Assignor to the Indenture Trustee/Assignee pursuant to the Security Agreement and Trust Indenture.

The railroad rolling stock covered by the documents, as listed above, is identified in the schedules to the First Amendment To Lease Supplement No. 1, a copy of which schedule is attached to this letter.

A short summary of the documents to appear in the ICC Index is as follows:

"Covers 114 center beam flat cars."

Once the filings have been made, please return to the undersigned the stamped counterparts of the First Amendment To Lease Supplement No. 1 and the First Amendment To Indenture Supplement No. 1 not required for filings purposes, together with the ICC fee receipt and the letter from the ICC acknowledging the filings.

Very truly yours,

William L. Winson

WILLIAM L. WINSON

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Schedule 1 to
ICC Transmittal Letter

Itel Rail Trust No. 89-3

UNITS DELIVERED ON THE FIRST DELIVERY DATE

<u>Number of</u> <u>Units</u>	<u>Size</u> <u>of Equipment</u>	<u>Manufacturer</u>	<u>Reporting</u> <u>Marks</u>
<u>Equipment Type E</u>			
114	73 Foot 100 Ton Center Beam Flat Car	Thrall Car Manufacturing Company	MR 30000- 30111 and 30115 - 30116

Interstate Commerce Commission
Washington, D.C. 20423

11/1/89

OFFICE OF THE SECRETARY

William L. Winson
Skadden Arps, Slate Meagher & Flom
333 West Wacker Drive
Chicago, Illinois 60606 1285

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/31/89 at 5:15pm and assigned recordation number(s). 16540-F & 16540-G

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDED NO. 16540-F
OCT 31 1989 - 5 15 PM
FILED 148
INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO LEASE SUPPLEMENT NO. 1

FIRST AMENDMENT dated as of September 29, 1989 (the "First Amendment") between FIRST SECURITY BANK OF UTAH, N.A., a national banking association, in its individual capacity as expressly provided herein and otherwise solely as Owner Trustee (the "Lessor") under IteL Rail Trust No. 89-3, and ITEL RAIL CORPORATION, a Delaware corporation (the "Lessee"), to the Lease Supplement No. 1 dated September 29, 1989 (the "Lease Supplement") between the Lessor and the Lessee.

A. Terms not otherwise defined herein have the respective meanings assigned thereto in the Lease Supplement No. 1.

B. The Lessor and the Lessee have executed and delivered the Lease Supplement No. 1 providing for the delivery of certain Units covered by such Lease Supplement No. 1.

C. The Lessor and the Lessee now desire to amend the Lease Supplement in the respects, and only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. The Lease Supplement is hereby amended by deleting paragraph number 1 including the schedule there-
to in its entirety and substituting therefor the following:

1. The Lessee hereby acknowledges and confirms that it has inspected and approved the following Units and on the date hereof the following Units have been unconditionally accepted by the Lessee under and subject to the Lease:

NEW RAILCARS

<u>Number of Units</u>	<u>Size of Equipment</u>	<u>Manufacturer</u>	<u>Reporting Marks</u>
<u>Equipment Type E</u>			
114	73 Foot 100 Ton Center Beam Flat Car	Thrall Car Manufacturing Company	MR 30000- 30111 and 30115- 30116

2. Each representation and warranty made by the Lessee in the Lease Supplement with respect to the Units is true and correct with respect to the Units described in this First Amendment, and each such representation and warranty shall be deemed to have been made by the Lessee with respect to the Units described in this First Amendment.

3. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Lease Supplement No. 1 dated as of September 29, 1989" or the "Lease Supplement dated as of September 29, 1989," or may identify the Lease Supplement in any other respect without making specific reference to this First Amendment, but nevertheless all such references shall be deemed to include this First Amendment, unless the context shall otherwise require.

4. This First Amendment shall be construed in connection with and as part of the Lease Supplement, and, except as expressly modified herein, all terms, conditions and covenants contained in the Lease Supplement shall be and remain in full force and effect.

5. This First Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and may be executed in any number of counterparts, each such counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to be duly executed and delivered on the day and year first above written.

Lessor:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Owner Trustee
under Ite! Rail Trust No. 89-3

By: Val T. Orton
Name: Val T. Orton
Title: ASSISTANT VICE PRESIDENT

Lessee:

ITEL RAIL CORPORATION

By: _____
Name:
Title:

The right, title and interest of the Lessor under this Lease Supplement and the Lease referred to herein and certain of the Rent due and to become due hereunder and thereunder have been assigned as collateral security to and are subject to a security interest in favor of Continental Bank, National Association, as Indenture Trustee under a Security Agreement and Trust Indenture dated as of September 15, 1989 between said Indenture Trustee, as secured party, and the Lessor, as debtor. Information concerning such security interest may be obtained from the Indenture Trustee at its address set forth in Section 22.1 of said Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this First Amendment to be duly executed and delivered on the day and year first above written.

Lessor: FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity
but solely as Owner Trustee
under Itel Rail Trust No. 89-3

By: _____
Name:
Title:

Lessee: ITTEL RAIL CORPORATION

By: Howard L. Chabner
Name: Howard L. Chabner
Title: Secretary

The right, title and interest of the Lessor under this Lease Supplement and the Lease referred to herein and certain of the Rent due and to become due hereunder and thereunder have been assigned as collateral security to and are subject to a security interest in favor of Continental Bank, National Association, as Indenture Trustee under a Security Agreement and Trust Indenture dated as of September 15, 1989 between said Indenture Trustee, as secured party, and the Lessor, as debtor. Information concerning such security interest may be obtained from the Indenture Trustee at its address set forth in Section 22.1 of said Lease.

STATE OF UTAH

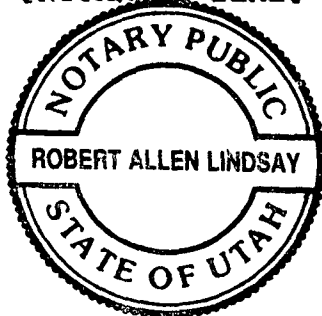
COUNTY OF SALT LAKE

)) SS:

On this 30th day of October, 1989, before me personally appeared Val T. Orton, to me personally known, who being duly sworn, says that he is a ~~ASSISTANT VICE PRESIDENT~~ of FIRST SECURITY BANK OF UTAH, N.A., that said instrument was signed on October 30, 1989 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]



My Commission Expires:

My Commission Expires July 1, 1991

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 30th day of October 1989, before me personally appeared Howard L. Chabner, to me personally known, who being by me duly sworn says that such person is Secretary of **ITEL RAIL CORPORATION**, that the foregoing document was signed on behalf of said corporation by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia M. O'Grady



Receipt of the original counterpart of the
foregoing First Amendment is hereby acknowledged this
31st day of October, 1989.

Indenture Trustee:

CONTINENTAL BANK,
NATIONAL ASSOCIATION
as Indenture Trustee

By: 

Name: Robert S. Clark
Title: Vice President